

Kevin S. Sinclair, NV Bar No. 12277  
*ksinclair@sinclairbraun.com*  
SINCLAIR BRAUN LLP  
16501 Ventura Blvd, Suite 400  
Encino, California 91436  
Telephone: (213) 429-6100  
Facsimile: (213) 429-6101

Attorneys for Defendant  
NORTH AMERICAN TITLE INSURANCE COMPANY

DESIGNATED LOCAL COUNSEL FOR SERVICE  
PER L.R. IA 11-1(b)

Gary L. Compton, State Bar No. 1652  
2950 E. Flamingo Road, Suite L  
Las Vegas, Nevada 89121

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

DEUTSCHE BANK NATIONAL TRUST  
COMPANY,

Plaintiff,

vs.

NORTH AMERICAN TITLE INSURANCE  
COMPANY,

Defendant.

Case No.: 2:22-cv-00547-GMN-BNW

**SIGNED STATEMENT REGARDING  
REMOVED CASE**

**TO THE ABOVE CAPTIONED COURT, ALL PARTIES AND THEIR  
ATTORNEYS OF RECORD:**

The undersigned attorney of record for defendant North American Title Insurance Company ("NATIC") hereby submits the following signed statement regarding this removed case, pursuant to this Court's April 1, 2022 order:

**1. The date on which you were served with a copy of the complaint.**

NATIC is informed and believes that plaintiff Deutsche Bank National Trust Company ("Deutsche Bank") served a copy of the complaint in this action on NATIC on April 6, 2022.

//

1           **2. The date on which you were served with a copy of the summons.**

2           NATIC is informed and believes that Deutsche Bank served a copy of the summons in  
3 this action on NATIC on April 6, 2022.

4           **3. In removals based on diversity jurisdiction, the names of any served defendants**  
5           **who are citizens of Nevada, the citizenship of the other parties, and a summary of**  
6           **defendant's evidence of the amount in controversy.**

7           NATIC is a South Carolina corporation with its principal place of business in Florida.  
8 Thus, it is a citizen of South Carolina and Florida. 28 § 1332(c)(1).

9           Deutsche Bank alleges in paragraph 1 of its complaint that it is a national banking  
10 association chartered under the laws of the United States with its main office in the state of  
11 California. It is therefore a California citizen for purposes of diversity of citizenship. *Wachovia*  
12 *Bank v. Schmidt*, 546 U.S. 303, 319 (2006) (national bank association is citizen of state where its  
13 main office is located).

14           Thus, there is complete diversity of citizenship between and among the parties (as the  
15 plaintiff is a citizen of California, whereas the defendant is a citizen of South Carolina and  
16 Florida).

17           Deutsche Bank alleges that New Century Mortgage Corporation (“New Century”) made a  
18 \$273,992 loan (the “Loan”) to Vincent Vray Tes (“Borrower”) which was secured by a deed of  
19 trust (the “Deed of Trust”) recorded against the Borrower’s residence, located at 5916 Post  
20 Mountain Street in North Las Vegas (the “Property”). (Compl. ¶¶ 70, 83, 85.) Deutsche Bank  
21 alleges that NATIC issued a policy of title insurance to New Century (the “Policy”) in  
22 conjunction with New Century’s origination of the Loan to the Borrower. (Id. at ¶ 88.) Deutsche  
23 Bank contends that it is the assignee of both the note evidencing the Loan (the “Note”) and the  
24 Deed of Trust., and that as a result, it is now the insured under the Policy. (Id. at ¶¶ 87-88.)

25           Deutsche Bank alleges that the HOA for the Property foreclosed on a superpriority  
26 assessment lien on or about December 12, 2013, and that Deutsche Bank then filed an action  
27 against the winning bidder to quiet title to the Property, District of Nevada Case No. 2:15-cv-  
28 02420-APG-EJY (the “Underlying Action”). (Compl. ¶¶ 115, 118.) According to paragraphs 33

1 and 34 of Deutsche Bank's complaint in the Underlying Action, the amount due on the Loan at  
 2 the time of the foreclosure sale "exceeded \$264,000" and the "fair market value of the Property  
 3 exceeded \$167,000."

4 Deutsche Bank alleges in this action that NATIC breached the Policy by not defending  
 5 Deutsche Bank in the Underlying Action and by not indemnifying Deutsche Bank for its  
 6 purported losses. By its first cause of action, Deutsche Bank seeks a judicial declaration that  
 7 "Deutsche Bank is entitled to a declaration that the Policy provided coverage for all losses or  
 8 damages, up to the Amount of Insurance..." (Compl. ¶ 181.) Because the amount of insurance is  
 9 \$273,992, the amount in controversy on this cause of action, alone, exceeds the \$75,000  
 10 jurisdictional minimum of the District Court. (Compl, Ex. 1.) Additionally, by its remaining  
 11 causes of action, Deutsche Bank apparently seeks to recover as damages the losses it claims to  
 12 have sustained on the Loan (i.e., a sum that "exceeded \$264,000" more than eight years ago, and  
 13 has only continued to climb since the Borrower lost his home to foreclosure), the losses it claims  
 14 to have sustained as a result of its inability to foreclose on the Property (which was worth more  
 15 than \$167,000 eight years ago), the attorneys' fees Deutsche Bank claims to have incurred in the  
 16 Underlying Action, and the attorneys' fees Deutsche Bank incurs in this action. Thus, the amount  
 17 in controversy on the remaining claims also exceeds \$75,000.

18 **4. If your notice of removal was filed more than 30 days after you first received a**  
 19 **copy of the summons and complaint, the reason removal has taken place at this**  
 20 **time and the date you first received a paper identifying the basis for removal.**

21 Not applicable.

22 **5. In actions removed on the basis of the court's jurisdiction in which the state**  
 23 **court action was commenced more than one year before the date of removal, the**  
 24 **reasons this action should not summarily be remanded to the state court.**

25 Not applicable.

26 //

27 //

28 //

1           **6. The name of any defendant known to have been served before you filed the notice**  
2           **of removal who did not formally join in the notice of removal and the reason they**  
3           **did not.**

4           Not applicable.

5  
6           Dated: April 18, 2022

SINCLAIR BRAUN LLP

7  
8  
9           By: /s/-Kevin S. Sinclair  
10           KEVIN S. SINCLAIR  
11           Attorneys for Defendant  
12           NORTH AMERICAN TITLE INSURANCE  
13           COMPANY  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28